IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TYLER DIVISION

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§ §

§

JUNE BELT, on behalf of herself and on behalf of all others similarly situated,

Plaintiff,

vs. § CIVIL ACTION NO. 6:03-CV-73

(1) EmCare, Inc., and § JUDGE DAVIS

(2) Texas EM-I Medical Services, P.A., §

Defendants.

\$ (Wage & Hour)
\$ (Collective Action)

JOINT MOTION TO DISMISS

Plaintiffs and Opt-Ins and Defendants, appearing through counsel of record, pursuant to the *Settlement Agreement and Release* entered between them (a copy of which is attached hereto and incorporated herein), hereby file this *Joint Motion to Dismiss* pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, all claims in the above-numbered cause, with costs to be born by the party incurring same.

The claims in the above-referenced matter have been resolved between the parties pursuant to the terms of the *Settlement Agreement and Release*. Accordingly, the parties desire that the Court dismiss all claims of all of the persons listed below with prejudice to the refiling of same. These persons are entitled to payment of sums in excess of 75% of all calculated overtime due, plus liquidated damages, for a full three year statute of limitations period pursuant to the terms of the *Settlement Agreement and Release*, checks for which will be hand-delivered to Plaintiffs' counsel no later than fifteen (15) calendar days following the Court signs the Order dismissing the claims of the Plaintiffs in this

Litigation and mailed to Plaintiffs no later than five (5) business days following

Plaintiffs' counsel's receipt of the checks:

<u>Last Name</u>	First Name	Last	Name_	First Name
Alexander	Gary	Maiocco		Paul
Ambrosia	Victor	McCarty		Rene
Ams	Margaret	McCutched	on	Mary Ellen
Ankersheil	Charlotte	McMillan		Sally
Appel	John	McNicholas	s-Hendrix	Colleen
Austermehle	Paul	Miles		Christopher
Bailey-Stultz	Marolda	Miller		David
Belt	June	Moody		Nancy
Berg	Patricia	Moores		Kelly
Bledsoe	James	Moreno		Bridget
Brazeau	Leo	Morgan		Nancy
Carroll	Thomas Edward	Mounce		Kevin
Christian	Donald	Mounts		Wayne
Collodi	Sally	Moylan		Lucille
Copley	Walter	Nanney		Joseph
Crawford	Angela	Naquin		Robert
Cunat	Lisa	Nichols		Deborah
Derryberry	Haskell	Niven		Marsha
Dillingham	Mark	O'Brien		Patricia
Faber	Timothy	Piskorowsk	кi	Vanessa
Faulkner	Linda	Rowe		John
Freeman	Scott	Russo		David
Gonter	Shawn	Sady		Brian
Gosnell	Dana	Sangiorgi		Susan
Grinde	Kathy	Shiffert		Kent
Haddad	Vincent	Smith		Daniel
Harris	Brian	Smith		Jami
Haws	Steven	Smith		Janese
Hearn	Christine	Speers		Ingrid
Henry	Jason	Splatt		Herman
Hughes	Richard	Stallings		Mary
Janes	Laura	Stauter		Thomas
Jones	David	Taggart		Pamela
Keldahl	William	Thierry		Mary
Krider	Wayne	Torregosa		Marivic
Laugherty	Robert	Watters		Jana
Madrigal	Victor	Weagar		James

The parties further desire that the Court dismiss all claims of all of the persons listed below with prejudice to the refiling of same. The records of Defendants indicate that these persons worked no overtime for which they were not properly paid within the appropriate Statute of Limitations; nor did these persons self-report unpaid overtime for the relevant time period to Plaintiffs' counsel:

Last Name	First Name	<u>Last Name</u>	First Name
Ahmadazai	Arian	Pabody	Glenn
Ams	Margaret	Ptak	Rachel
Brown	Lee	Pysell	Timothy Allen
Caldwell	Benjamin	Roshelli	Marcy
Hayes	Robert	Senisch	Michael
Hill	Beverly	Summers	Thomas
Kramer	Angela	Sutherland	Mark
Migdon	Steven	Tapia	Vincent
Morgan	Edwin	Taylor-Thompson	Susan
Noon	Alan	Yager	Donald Howard
Oenick	Paul		

Dated: January 10, 2007 Respectfully submitted,

GILLESPIE, ROZEN, WATSKY, MOTLEY & JONES, P.C.

3402 Oak Grove Avenue, Suite 200

Dallas, Texas 75204

Telephone.: (214) 720-2009 Telecopier: (214) 720-2291

By: /s/ James A. Jones James A. Jones

State Bar No. 10908300

Richard J. (Rex) Burch State Bar No. 24001807 BRUCKNER BURCH PLLC

1000 Louisiana, Suite 1300

Houston, Texas 77002

Telephone: (713) 877-8788 Telecopier: (713) 877-8065

ATTORNEYS FOR PLAINTIFFS

BAKER & MCKENZIE, L.L.P.

2300 Trammell Crow Center

2001 Ross Avenue Dallas, Texas 75201

Phone: (214) 978-3000

(214) 978-3099 Fax:

By: /s/ Ann Marie Painter

Ronald E. Manthey

State Bar No. 12927400

Ann Marie Painter

State Bar No. 00784715

ATTORNEYS FOR DEFENDANTS

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TYLER DIVISION

JUNE BELT, on behalf of herself and on behalf of all other similarly situated,

Plaintiff,

ଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊ CIVIL ACTION NO. 6:03-CV-73

JUDGE DAVIS

(1) EmCare, Inc., and

VS.

(2) Texas EM-I Medical Services, P.A.,

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between June Belt ("Named Plaintiff"), on behalf of herself and as representative of all opt-in Plaintiffs, a list of whom is attached hereto as Attachment A (Belt and the opt-in Plaintiffs are collectively referred to herein as "Plaintiffs"), and EmCare, Inc., and Texas EM-I Medical Services, P.A. (hereinafter referred to collectively as "EmCare" or as "Defendants").

Plaintiffs are the Named Plaintiff and opt-ins in an action that is currently pending in the United States District Court for the Eastern District of Texas, Tyler Division, entitled or captioned Civil Action No. 6:03-CV-73, June Belt, on behalf of herself and on behalf of all others similarly situated v. EmCare, Inc. and Texas EM-1 Medical Services, P.A. ("the Litigation").

Plaintiffs and Defendants desire to settle fully and finally all differences between them related to the Litigation. In consideration of the promises that are contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged by Plaintiffs, it is agreed as follows:

- 1. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by the Company of any violation of the rights of Plaintiffs or any person, or any violation of any order, law, statute, duty, or contract whatsoever against Defendants or any person. Defendants specifically disclaim any liability to Plaintiffs or any other person for any alleged violation of the rights of Plaintiffs or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Defendants, their employees or agents or related companies or their employees or agents.
- 2. Following receipt by Plaintiffs' counsel of a faxed or e-mailed copy of the signature page of this Agreement executed by Defendants, Plaintiffs' counsel will file with the Court in the Litigation a Joint Motion to Dismiss and a proposed Agreed Order of Dismissal in the form attached hereto as Attachment B.
- 3. In consideration of the Named Plaintiff's execution of this Agreement, Defendants will:
- a. Issue payments to the Named Plaintiff and Opt-Ins in the total amount of One Million and Fifty and 00/100Dollars (\$1,050,000.00), in the amounts contained in the spreadsheet attached hereto as Attachment C. The Parties acknowledge that payments to the Plaintiffs as contained in Attachment C were calculated as follows: 1) The amounts utilized in Attachment C were based upon the time and payroll records of Defendants, where available, extrapolation for periods for which time and payroll records were not available, and self-reports by Plaintiffs to Plaintiffs' counsel; 2) For those Plaintiffs whose time and payroll records demonstrate no overtime due and who self-reported no overtime to Plaintiffs' counsel, no payments will be made Plaintiffs' counsel will send a letter to these Plaintiffs' last known address explaining that they are due no amounts under this Agreement. All other Plaintiffs shall receive their pro-rata share of the net settlement amount based upon the amount of overtime they

are owed as calculated by Plaintiffs' counsel in relation to the total amount owed to all remaining Plaintiffs. Payments will be made to Plaintiffs in two separate checks: 1) One check for fifty percent (50%) of the total amount paid to each Plaintiff as contained in Attachment C, which will be characterized as back wages, with taxes withheld as required by law; and 2) One check for fifty percent (50%) of the total amount paid to each Plaintiff as contained in Attachment C, which will be characterized as liquidated damages, from which no withholdings will be made. Checks will be mailed to each Plaintiff separately at the address contained in Attachment C. Plaintiffs' counsel will provide to Defendants for approval a letter to be included along with one of the checks to each Plaintiff explaining how the amounts were calculated. All such checks will be hand-delivered to Plaintiffs' counsel no later than fifteen (15) calendar days following the Court signs the Order dismissing the claims of the Plaintiffs in this Litigation. The checks will be mailed to Plaintiffs no later than five (5) business days following Plaintiffs' counsel's receipt of the checks. Should any checks be returned as undeliverable, Plaintiffs will so advise Defendants, and Defendants will promptly make one attempt to locate a current address for such Plaintiff by utilizing a social security number trace.

b. Issue payment to Plaintiffs' counsel in the amount of Six Hundred and Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) for attorney's fees and costs in the Litigation. This amount will be paid to Plaintiffs' counsel no later than fifteen (15) days following the date the Court signs the Order dismissing the claims of the Plaintiffs in this Litigation. The check will be made payable to Gillespie, Rozen, Watsky & Jones, P.C., and will be hand-delivered on the date due to:

James A. Jones
GILLESPIE, ROZEN, WATSKY & JONES, P.C.
3402 Oak Grove Ave., Suite 200
Dallas, Texas 75204

4. Plaintiffs agree that the foregoing payments shall constitute the entire amount of monetary consideration provided to them under this Agreement, that they are not entitled to any further monetary consideration whatsoever from the Defendants, and that they will not seek any further compensation or consideration for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement or the Litigation. Plaintiffs further agree that any and all sums or benefits paid or provided to any individual Plaintiff in consideration for this Release and Settlement will be forfeited and become immediately due and payable to the Defendants in the event any individual Plaintiff asserts any charge, claim, demand, grievance or cause of action, including any cause of action for indemnity and contribution or any third party action filed on behalf of such individual Plaintiff or by any third party to whom such Plaintiff may have conveyed, assigned or transferred any claim arising or resulting from or in any way related to any of the claims encompassed in this Agreement, or any action to set aside, invalidate or void this Agreement, except as a result of the Defendants' breach of this Agreement. Plaintiffs further agree that a breach of the covenant set forth in this paragraph will also entitle the Defendants and their successors and assigns to an action for additional damages against such individual Plaintiff, including, but not limited to, recovery of its costs, expenses, and attorneys' fees for investigation and defense of any action brought in breach of the covenant set forth in this paragraph. Recovery of the consideration paid and other damages shall not invalidate or nullify the other terms of this Agreement but shall be considered independent damages for any individual Plaintiff's breach of this Agreement.

- Plaintiffs, for themselves, their heirs, executors, administrators, successors, and assigns, do fully and forever release and discharge Defendants, their parents, subsidiaries, divisions, and affiliates, related enterprises, successors, assigns, officers, agents, and employees ("Released Parties") from all actions, lawsuits, grievances, and claims of any nature that he or she may now have or later claims to have arising out of, on account of, or related in any manner to the claims asserted by the Plaintiffs against the Defendants in the Litigation. This release specifically includes all claims arising under any federal, state, or local fair employment practice law, the Fair Labor Standards Act, and any other federal, state or local wage payment statute. Named Plaintiff shall execute a separate release in the form attached hereto as Attachment D.
- 6. The parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement, and that the Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns.
- 7. The parties acknowledge and agree that the payments made hereunder are or may be deemed taxable under federal and/or state law. Plaintiffs acknowledge and agree that Defendants and their attorneys have made no representations to Plaintiffs regarding the tax consequences of any amounts received by them pursuant to this Agreement, and Plaintiffs represent that they are not relying upon Defendants or their attorneys in any way regarding the tax consequences of entering into this Agreement.

In the event any federal, state or local taxing authority challenges the tax treatment of the payment arrangements set forth in this Agreement, Plaintiffs shall give Defendants written notice within five (5) days of Plaintiffs' receipt of notice of challenge, and shall provide Defendants a copy of any written indication from any local, state or federal agency that the tax consequences of this Agreement are being challenged. Plaintiffs shall be solely responsible for payment of all of their personal and/or corporate tax liabilities due on the total amount paid by Defendants under this Agreement, including federal, state and local taxes, interest and penalties, which are or may become due. Plaintiffs agree to indemnify, defend, and hold harmless Defendants and/or the Released Parties from any claims, demands, deficiencies, assessments, executions, judgments, or recoveries by any governmental entity against Defendants and/or the Released Parties for any amounts claimed due with respect to the payment referenced above in paragraph 3 or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendants and/or the Released Parties, or any of them, as a result of the payments referenced above in paragraph 3, including attorneys' fees, if any, in the event Defendants, the Released Parties, or any of them individually, are required to take any other action to enforce this paragraph.

8. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

- Plaintiffs have been represented by the law firms of Gillespie, Rozen, Watsky & Jones PC and Bruckner Burch PLLC ("Plaintiffs' Counsel") in the Lawsuit. Plaintiffs' Counsel acknowledge and agree that all claims for attorneys' fees, costs or other recoverable expenses that may be asserted individually and independently against the Defendants and the Released Parties in the Lawsuit are satisfied fully by the consideration provided for in the Settlement Agreement, and do hereby release any claims against Defendants and the Released Parties for all such fees, costs or other matters related to the pursuit of Plaintiffs' claims. Plaintiffs and Plaintiffs' Counsel represent that to their knowledge, there are no known unsatisfied attorneys' fees liens, referral fees or assignments., and that Plaintiffs will indemnify and hold the Defendants and Released Parties harmless for any and all claims for legal fees, expenses or costs that they incurred on behalf of Plaintiffs in pursuing the claims asserted in the Lawsuit or released in this Agreement.
- 10. Plaintiffs have consulted with their attorneys prior to the execution of this Release and Settlement Agreement and sign it voluntarily on their own independent judgment without any representation from Defendants and the Released Parties. Having elected to execute this Agreement and to fulfill the promises set forth herein and to receive the sums and benefits in paragraph 3 above, Plaintiffs freely and knowingly, and after due consideration, enter into this Agreement intending to waive, settle, and release all claims Plaintiffs have or might have against Defendants and the Released Parties.

11. All notices, requests, demands and other communications under the Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, and shall additionally be sent via facsimile, and properly addressed as follows:

To Named Plaintiff: June Belt

2344 VZ County Road 4823 Chandler, Texas 75758

With an additional copy by facsimile to:

James A. Jones Gillespie, Rozen, Watsky & Jones PC 3402 Oak Grove Ave., Suite 200 Dallas, Texas 75204

Fax: (214) 720-2291

To Defendants: Craig Wilson

EmCare, Inc.

1717 Main Street, Ste. 5200

Dallas, Texas 75201 Fax: (214) 712-2777

With an additional copy by facsimile to:

Ann Marie Painter Baker & McKenzie LLP 2001 Ross Ave., Suite 2300 Dallas, Texas 75201

Fax: (214) 978-3099

The Parties agree that the above contact information shall remain effective until such time as a notice of any change thereto has been provided as required herein.

12. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party, nor shall any such waiver operate or be construed as a rescission of this Agreement.

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01/10/2001 13:05 FAX 713 877 8085

BRUCKNER BURCH, PLLC

图 010/010

- 13. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.
- 14. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard

to principles of conflict of laws.	
Dated: ///0/01	Leghe Belt
Dated: 1/11/07	EmCare, Inc.
	Ву:
	Print Name: Todd Zummerman
Dated:	Texas EM-I Medical Services, P.A.
	Ву:
	Print Name: Craig A. Wilson
	Alformen :- Fact

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Attachment A -- Plaintiff and Opt-Ins

	<u>Last Name</u>	<u>First Name</u>
1	Ahmadazai	Arian
2	Alexander	Gary
3	Ambrosia	Victor
4	Ams	Margaret
5	Ankersheil	Charlotte
6	Appel	John
7	Austermehle	Paul
8	Bailey-Stultz	Marolda
9	Belt	June
10	Berg	Patricia
11	Bledsoe	James
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16	Christian	Donald
17	Collodi	Sally
18	Copley	Walter
19	Crawford	Angela
20	Cunat	Lisa
21	Derryberry	Haskell
22	Dillingham	Mark
23	Faber	Timothy
24	Faulkner	Linda
25	Freeman	Scott
26	Gonter	Shawn
27	Gosnell	Dana
28	Grinde	Kathy
29	Haddad	Vincent
30	Harris	Brian
31	Haws	Steven
32	Hayes	Robert
33	Hearn	Christine
34	Henry	Jason
35	Hill	Beverly
36	Hughes	Richard
37	Janes	Laura
38	Jones	David
39	Keldahl	William
40	Krider	Wayne
41	Kramer	Angela
42	Laugherty	Robert
43	Madrigal	Victor
44	Maiocco	Paul

Attachment A -- Plaintiff and Opt-Ins

45	McCarty	Rene
46	McCutcheon	Mary Ellen
47	McMillan	Sally
48	McNicholas-Hendrix	Colleen
49	Migdon	Steven
50	Miles	Christopher
51	Miller	David
52	Moody	Nancy
53	Moores	Kelly
54	Moreno	Bridget
55	Morgan	Edwin
56	Morgan	Nancy
57	Mounce	Kevin
58	Mounts	Wayne
59	Moylan	Lucille
60	Nanney	Joseph
61	Naquin	Robert
62	Nichols	Deborah
63	Niven	Marsha
64	Noon	Alan
65	O'Brien	Patricia
66	Oenick	Paul
67	Pabody	Glenn
68	Piskorowski	Vanessa
69	Ptak	Rachel
70	Pysell	Timothy Allen
71	Roshelli	Marcy
72	Rowe	John
73	Russo	David
74	Sady	Brian
75	Sangiorgi	Susan
76	Senisch	Michael
77	Shiffert	Kent
78	Smith	Daniel
79	Smith	Jami
80	Smith	Janese
81	Speers	Ingrid
82	Splatt	Herman
83	Stallings	Mary
84	Stauter	Thomas
85	Summers	Thomas
86	Sutherland	Mark
87	Taggart	Pamela
88	Tapia	Vincent
89	Taylor-Thompson	Susan
90	Thierry	Mary

Attachment A -- Plaintiff and Opt-Ins

91	Torregosa	Marivic
92	Watters	Jana
93	Weagar	James
94	Yager	Donald Howard

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JUNE BELT, on behalf of herself and on behalf of all others similarly situated,

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VS.

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(Wage & Hour) (Collective Action)

JUDGE DAVIS

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Crawford	Angela	Na	aquin	Robert
Cunat	Lisa	Ni	chols	Deborah
Derryberry	Haskell	Ni	ven	Marsha
Dillingham	Mark	O'	Brien	Patricia
Faber	Timothy	Pis	skorowski	Vanessa
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Keldahl	William		nierry	Mary
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Madrigal	Victor	W	eagar	James

The parties further desire that the Court dismiss all claims of all of the persons listed below with prejudice to the refiling of same. The records of Defendants indicate that these persons worked no overtime for which they were not properly paid within the appropriate Statute of Limitations; nor did these persons self-report unpaid overtime for the relevant time period to Plaintiffs' counsel:

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Caldwell	Benjamin	Roshelli	Marcy
Hayes	Robert	Senisch	Michael
Hill	Beverly	Summers	Thomas
Kramer	Angela	Sutherland	Mark
Migdon	Steven	Tapia	Vincent
Morgan	Edwin	Taylor-Thompson	Susan
Noon	Alan	Yager	Donald Howard
Oenick	Paul		

Dated: January ____, 2007 Respectful

GILLESPIE, ROZEN, WATSKY, MOTLEY & JONES, P.C.

3402 Oak Grove Avenue, Suite 200

Dallas, Texas 75204

Telephone.: (214) 720-2009 Telecopier: (214) 720-2291

By: /s/ James A. Jones
James A. Jones

State Bar No. 10908300

Richard J. (Rex) Burch State Bar No. 24001807 BRUCKNER BURCH PLLC

1000 Louisiana, Suite 1300

Houston, Texas 77002

Telephone: (713) 877-8788 Telecopier: (713) 877-8065

ATTORNEYS FOR PLAINTIFFS

Respectfully submitted,

BAKER & MCKENZIE, L.L.P.

2300 Trammell Crow Center

2001 Ross Avenue Dallas, Texas 75201

Phone: (214) 978-3000

Fax: (214) 978-3099

By: /s/ Ann Marie Painter

Ronald E. Manthey State Bar No. 12927400

Ann Marie Painter

State Bar No. 00784715

ATTORNEYS FOR DEFENDANTS

<u>Attachment C --</u> <u>Settlement Distributions</u>

	Settlement
Opt-In	Amount
Alexander, Gary	\$1,126.82
Ambrosia, Victor (IL)	\$15,775.55
	\$30,499.39
Ankersheil, Charlotte S.	
Appel, John	\$42,255.92
Austermehle, Paul	\$2,554.14
Bailey, Stultz, Marolda	\$16,226.27
Berg, Patricia	\$13,296.53
Bledsoe, James	\$23,287.71
Brazeau, Leo	\$50,707.11
Carroll, Thomas Edward	\$18,780.41
Christian, Donald	\$16,338.96
Collodi, Sally J.	\$1,878.04
Crowford Appela M	\$23,400.39
Crawford, Angela M. Cunat, Lisa M.	\$26,442.82 \$42,770.69
Derryberry, Haskell R.	\$12,770.68 \$26,078.48
Dillingham, Mark Lewis	\$15,775.55
Faber, Timothy M.	\$2,629.26 \$6,272.66
Frankner, Linda	\$30,048.66
Freeman, Scott	
Gornell Dana	\$1,727.80 \$47.326.64
Gosnell, Dana	\$47,326.64
Grinde, Kathy A. Haddad, Vincent Todd	\$2,328.77 \$27,870.13
Harris, Brian	\$17,878.95
Haws, Steven W.	\$1,878.04
Hearn, Christine	\$1,893.07
Henry, Jason J.	\$7,887.77
Hughes, Richard E.	\$5,821.93
Janes, Laura	\$1,160.63
Jones, David	\$65,731.44
Keldahl, William J.	\$19,531.63
Krider, Wayne	\$4,882.91
Laugherty, Robert I.	\$14,460.92
Madrigal, Victor	\$8,338.50
Maiocco, Paul F. (WA)	\$2,178.53
McCarty, Rene	\$1,502.43
McCutcheon, Mary Ellen	\$1,562.53
McMillan, Sally S.	\$16,451.64
McNicholas-Hendrix, Colleen	\$16,789.69
Miles, Christopher A.	\$7,136.56
Miller, David	\$1,201.95
Moody, Nancy	\$3,004.87
Moores, Kelly L.	\$9,840.94
Moreno, Bridget	\$24,977.95
Morgan, Nancy	\$2,312.24
Mounce, Kevin G.	\$34,364.40
Mounts, Wayne	\$1,765.36
wounts, wayne	\$1,765.36

<u>Attachment C --</u> <u>Settlement Distributions</u>

	Settlement
Opt-In	Amount
Moylan, Lucille (IL)	\$21,184.30
Nanney, Joseph C.	\$7,211.68
Naquin, Robert J.	\$4,807.79
Nichols, Deborah (AZ)	\$15,775.55
Niven, Marsha	\$5,634.12
O'Brien, Patricia	\$7,136.56
Olivella, Harry	\$29,485.25
Piskorowski, Vanessa	\$17,353.10
Rowe, John D.	\$1,615.12
Russo, David P.	\$47,401.76
Sady, Brian	\$4,432.18
Sangiorgi, Susan L.	\$4,432.18
Shiffert, Kent A.	\$5,408.76
Smith, Daniel	\$5,258.52
Smith, Jami S.	\$2,253.65
Smith, Janese	\$2,253.65
Speers, Ingrid	\$3,004.87
Splatt, Herman	\$42,819.34
Stallings, Mary W.	\$1,878.04
Stauter, Thomas	\$15,399.94
Taggart, Pamela	\$4,131.69
Thierry, Mary	\$1,727.80
Torregosa, Marivic	\$1,878.04
Watters, Jana	\$7,136.56
Weagar, James	\$6,084.85
Belt, June	\$56,341.23
TOTAL	\$1,050,000.00